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TELEPHONE (803) 771-0555
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April 14, 2014

VIA E FILING

Jocelyn D. Boyd, Esquire
Chief Clerk and Administrator
South Carolina Public Service Commission
101 Executive Center Drive
Columbia, SC 29210

RE: Application of Utilities Services of South Carolina, Inc. for Approval of a Water Service Connection Agreement for Towncreek Subdivision with Hammond Water District

Dear Ms. Boyd:

Enclosed please find for filing the Application of Utilities Services of South Carolina, Inc. for Approval of a Water Service Connection Agreement for Towncreek Subdivision with Hammond Water District. By copy of this letter, I am serving the Office of Regulatory Staff.

If you have any questions, or if I may provide you with any additional information, please do not hesitate to contact me.

Sincerely,

Elliott & Elliott, P.A.



Scott Elliott

SE/mlw

Enclosures

cc: C. Dukes Scott, Esquire w/enc.

CERTIFICATE OF SERVICE

The undersigned employee of Elliott & Elliott, P.A. does hereby certify that she has served below listed parties with a copy of the pleading(s) indicated below by mailing a copy of same to them in the United States mail, by regular mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

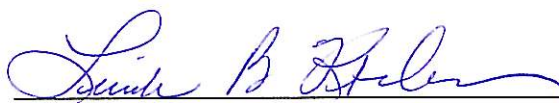
RE: Application of Utilities Services of South Carolina, Inc. for
Approval of a Water Service Connection Agreement for
Towncreek Subdivision with Hammond Water District

DOCKET NO.: 2014- -W

PARTIES SERVED: C. Dukes Scott, Esquire
Office of Regulatory Staff
1401 Main Street, Suite 900
Columbia, SC 29201

PLEADING: Application

April 14, 2014



Linda B. Kitchens, Legal Assistant

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NO. 2014-____-W

In Re:)
)
Application of Utilities Services of South)
Carolina, Inc. for Approval of a Water)
Service Connection Agreement for)
Towncreek Subdivision with the)
Hammond Water District)

Utilities Services of South Carolina, Inc. hereby applies to the Public Service Commission of South Carolina (“Commission”) for approval of a Water Service Connection Agreement by and between Utilities Services of South Carolina, Inc. (“Applicant” or “USSC”), and the Hammond Water District. In support of this Application, the Applicant would respectfully show unto the Commission the following:

1. Applicant is a public utility currently authorized to operate water and wastewater systems under the jurisdiction of the Commission in South Carolina. Its corporate charter is presently on file with the Commission and an appropriate bond has been posted with same. A schedule of rates and charges for Applicant’s service has previously been authorized by Commission Order 2013-910 issued December 27, 2013 in Docket No. 2013-201-WS. Under the terms of the settlement agreement in Docket No. 2013-201-WS, the Applicant agreed to submit the application herein for approval by the Commission.

2. Applicant's representatives for purposes of this Application are:

a. Legal Representative:

Scott Elliott, Esquire
Elliott & Elliott, P.A.
1508 Lady Street
Columbia, SC 29201
Tel.: (803) 771-0555
Fax: (803) 771-8010
selliott@elliottlaw.us

b. Company representative:

Robert H. Gilroy
Vice President of Operations
Utilities Services of South Carolina, Inc.
151 Old Wire Road
West Columbia, SC 29172
Tel.: 800-272-1919
Fax: 803-791-8643
rhgilroy@uiwater.com

3. The Applicant potable water production, treatment, storage, transmission and distribution systems ("water systems") and sanitary wastewater collection, treatment and effluent disposal systems ("sewer systems"), which are located in and serve various parts of the State of South Carolina.

4. The Hammond Water District is a special purpose district organized under the laws of the State of South Carolina for the purposes, *inter alia*, of owning and operating a water system in Anderson County.

5. The Applicant provides water service to approximately 107 premises located within the Towncreek subdivision in Anderson County.

6. The Hammond Water District operates a water system in Anderson County at or near the Towncreek subdivision.

7. In 2004, the Applicant experienced insufficient water supply for its system serving the Towncreek subdivision. Interconnecting with the Hammond Water District was a less expensive option of guaranteeing adequate water supply to its Towncreek subdivision customers than installing a new well. In addition, the water supplied by the Hammond Water District is surface water and does not have the aesthetic issues associated with well water. Having several systems being served by the Hammond Water District at the time of the interconnection set out herein, the Applicant had developed a course of dealing with the Hammond Water District.

8. The Applicant and Hammond Water District entered a Water User Agreement in which the Hammond Water District provides water service to the Applicant. In particular, the Hammond Water District has interconnected with the Applicant's water system at a point near the Towncreek subdivision and provides bulk water service to the Applicant for service to its water service customers in the Towncreek subdivision. The Water User Agreement between USSC and the Hammond Water District is attached hereto as Exhibit "A."

9. The Applicant submits that the public convenience and necessity will be served by the approval of this Agreement. The Applicant further submits that no hearing in this matter is required. See S. C. Code Ann § 58-5-240(G). However, the Applicant understands and acknowledges that changing its method of providing services to its customers may generate concerns or questions. Therefore, a hearing may be appropriate so the Commission may hear directly from the concerned and effected customers.

WHEREFORE, the Applicant respectfully requests that the Commission take the following action:

WHEREFORE, the Applicant respectfully requests that the Commission take the following action:

- A. to approve the Water Service Connection Agreement between USSC and West Columbia; and
- B. for such other and further relief as this Commission deems just and proper.



Scott Elliott, Esquire
Elliott & Elliott, PA
1508 Lady Street
Columbia, SC 29201
Tel.: (803)771-0555
Fax: (803)771-8010 (F)
selliott@elliottlaw.us

Columbia, South Carolina
April 14, 2014

WATER USER AGREEMENT

This agreement is between Hammond Water District, organized and existing under and by virtue of the laws of the State of South Carolina, hereafter called the District, and Utility Services of SC Inc hereafter called the customer.

Whereas, the Customer desires to purchase water for domestic, business, or other uses from the District, and to enter into a Water Usage Agreement as required by the By-Laws of the District.

Therefore, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed that the District shall furnish, subject to the limitations hereinafter provided for such quantity of water at the customer's property located as shown above and billed at:

Service Address: Town Creek Subdivision (100 Block of Crossett Drive)

Mailing Address if Different: 2395 Sanders Road, Northbrook, IL 60062

The Customer shall install and maintain at his own expense a service line, beginning at his property line and extending to his dwelling or the facility to be served

The Customer's service line shall connect with the distribution system from the District at the nearest place of desired use by the Customer, provided that the District has determined in advance that the water system is of sufficient capacity to permit delivery of water at that point.

The Customer expressly agrees to purchase water from the District through the District's service meter at existing line pressure. It shall be the Customer's responsibility to reduce or increase the pressure on his side of the service meter as desired and/or is necessary. The District assumes no responsibility for excessive or low pressure in the Customer's service lines and facilities.

The Customer shall pay for water at such rates, time and place as shall be determined by the District. Only one (1) dwelling or facility shall be served through any installed water meter.

The Customer agrees that he will make no physical connection between any private water system and the water system of the District. The District may make inspections to enforce this provision. Violation shall be grounds for disconnection of the service. The District shall purchase and install a meter and cutoff valve within three (3) feet of the distribution system. The District has the exclusive right to use such meter and cutoff valve to monitor and control the flow of water to the Customer. The District may refuse service to any Customer who tampers with a meter and/or cutoff valve or any other measuring device. The District shall have final jurisdiction in any question of location of any service line connection to its distribution system; shall determine the allocation of water to customers in the event of a water shortage; may shut off the water to a Customer who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. Whenever a water meter or tap is utilized solely for the purpose of providing water for a sprinkler system to water lawns or for other irrigation purposes, the District reserves the right to restrict or terminate the flow of water through such meter for periods of time as may be necessary during droughts or when deemed necessary by the District. The District shall have the sole authority and discretion when such action is necessary or needed to preserve water pressure and to provide adequate water to its users.

The failure of a Customer to pay water charges duly imposed shall result in the following penalties:

- Non-payment within twenty days from the due date will be subject to a penalty of ten (10) percent of the delinquent water charges.
- Non-payment within thirty days from the due date will result in the water being shut off from the customer's property.
- Non-payment within sixty days from the due date will allow the District, in addition to all other rights and remedies, to remove the water tap and/or water meter as well as deny water delivery to the Customer's property pending resolution of the delinquent payments.

Service may be discontinued by the District for any violation or any rule, regulation or condition of service and specifically for any of the following:

- Misrepresentation in the application as to property or facilities to be supplied or use to be made of the service
- Tampering with main lines, valves or water meters or permitting such tampering by others.
- Connections, or cross-connections from the Customer's service line to facilities not covered by this agreement

IN WITNESS WHEREOF, we have hereunto executed this agreement this April day of 1, 2004

2004 # 19326

2004 # 19327

HAMMOND WATER DISTRICT
250 MITCHELL ROAD BELTON, SC 29627

For statistical purposes only, please mark one of the following:

- ☐ Hispanic or Latino ☐ Not Hispanic or Latino
- ☐ American Indian/Alaskan Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or other Pacific Islander
- ☐ White
- ☐ Other

Bruce J. Haas
Customer Signature

Driver's License No 803-796-9545 Social Security Number _____
Telephone Number _____

This is an equal opportunity program. Discrimination is prohibited by Federal law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, DC 20250.

This acknowledges receipt of \$ 16125 for 2 tap/service fee. It is understood that if service cannot be provided the above amount will be refunded.

RECEIPT

By Deem English

WATER USER AGREEMENT

This agreement is between Hammond Water District, organized and existing under and by virtue of the laws of the State of South Carolina, hereafter called the District, and Liberty Services of SC, Inc. hereafter called the customer.

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Therefore, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed that the District shall furnish, subject to the limitations hereinafter provided for such quantity of water at the customer's property located as shown above and billed at:

Service Address: Lowcountry Subdivision (100 Block of Acadia Drive)
 Mailing Address if Different: 2295 Sanders Road, Northbrook, IL 60062

The Customer shall install and maintain at his own expense a service line, beginning at his property line and extending to his dwelling or the facility to be served

The Customer's service line shall connect with the distribution system from the District at the nearest place of desired use by the Customer, provided that the District has determined in advance that the water system is of sufficient capacity to permit delivery of water at that point.

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- ☐ Native Hawaiian or other Pacific Islander
- ☐ White
- ☐ Other

Bruce J. Haas
Customer Signature

Driver's License No 803-796-9545
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By Joan English